



UNIFIED SCHOOL DISTRICT NO. 500

RFP No. 24-003

**REQUEST FOR PROPOSALS
FOR McKINNEY-VENTO TRANSPORTATION SERVICES**

Schedule*

Request for Proposals Issued: January 25, 2024
Deadline for Firms to Submit Questions: February 8, 2024 @ 12:00 PM
District to Respond to Questions: February 9, 2024
Deadline for Submittal of Responses: February 16, 2024 @ 2:00 PM

*Subject to change

Mandatory specifications are enclosed. It is imperative that the additional documentation requested in this bid solicitation is included so that your bid may be equitably evaluated.

Please be sure to indicate any items that do not meet the written specifications on the products or services that your firm is offering. Please be advised that samples may be required prior to the awarding of the bid. Please quote all options called for in this bid quote as minimum requirements.

If there are any questions concerning the purchasing procedures or terms and conditions, please contact: Wayne Correll, Director of Purchasing at 2010 North 59th Street, Kansas City, Kansas 66104, telephone (913) 279-2270

Unified School District No. 500 reserves the right to reject any and all bids without recourse from the Contractor.

If you cannot or chose not to quote on this bid and wish to remain on the bid list for this type of product please indicate "No Bid" on the enclosed No Bid Response Form along with your firm's name and return it to the above address.

Standard Terms and Conditions set forth in Attachment E shall prevail unless otherwise modified by U.S.D. 500 within this bid document.

SECTION 1. INTRODUCTION AND ANNOUNCEMENT FOR SEALED BIDS

INTRODUCTION:

The Board of Education for Unified School District No. 500, also known as Kansas City Kansas Public Schools, is actively seeking proposals for **McKinney-Vento Transportation Services**. This initiative is dedicated to ensuring reliable and safe transportation for students in temporary housing situations, as outlined under the McKinney-Vento Homeless Assistance Act. Our goal is to provide these students with consistent access to education, thereby minimizing disruptions in their academic journey and supporting their overall well-being within the school community.

NOTICE TO BIDDERS:

The sealed Proposal shall be received in the Purchasing Office of the Kansas City Kansas Public Schools, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104, no later than:

February 16, 2024 @ 2:00 PM

Copies of this solicitation document may be obtained from the District's website at www.kckps.org/purchasing under "Invitation for Bids", or from the Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104 between 8:00 AM and 4:00 PM.

The District reserves the right to accept or reject any or all Proposals and to waive any irregularities at its sole discretion. The District also reserves the right to negotiate with selected firms regarding pricing and any fee structures. All information included in a Proposal may be incorporated, at the District's sole option into the contract entered into between the District and the successful bidder. Any contract awarded as a result of this solicitation will be awarded without discrimination on the basis of race, color, religion, age, sex, sexual orientation or national origin.

SECTION 2. SERVICES

2.1 This project entails the scope of work identified in Attachment A.

SECTION 3. INSTRUCTIONS TO BIDDERS / GENERAL INFORMATION

3.1 **Form of Submissions** – Each person or entity submitting a response to this solicitation (each "Bidder") should prepare and submit their Proposal in response to this solicitation ("Proposal") in a sealed envelope or box. The Proposal shall contain one (1) original and

four (4) copies, and a flash drive will all documents contained therein. The package shall be plainly marked with the Bid Number, Bid Title, and due date along with the firm name, and the package shall be address to:

Kansas City Kansas Public Schools Purchasing Office
Attn: Director of Purchasing
Bid No.: *RFP 24-003 – McKinney-Vento Transportation Services*
2010 N. 59th Street, Room 370
Kansas City, KS 66104

- 3.2 Manner of Submission** – The sealed Proposal must be received at the address listed in Section 3.1 on or before the Bid Due Date and Time identified on the cover page. Each Proposal will be date and time stamped upon receipt in the Purchasing Office. Proposals received after the designated date and time will not be considered and will remain unopened. Proposals must be completed as requested including all required signatures and pertinent information. Incomplete Proposals will be rejected. If Bidder is a corporate entity, the entity’s name must be correctly stated, and the Proposal must include the state of incorporation, and if a foreign entity, proof of registration to transact business in the State of Kansas. A person with the authority to act on behalf of the entity (i.e. an authorized agent of the entity) must sign the Proposal.
- 3.3 Questions about this Solicitation** – All questions regarding this solicitation shall be made electronically via email directed to Wayne Correll, Director of Purchasing at wayne.corre@kckps.org. The subject line of the email shall begin with the word “Question” and identify the Bid number and title. Any questions submitted after the dates and times listed on the cover page (if applicable) shall not be considered or answered. Questions properly submitted **in writing** not less than five (5) days prior to the date due will be answered and the answers posted on the District website as an addendum.
- 3.4 Addenda** – The District may revise this solicitation by issuing written addenda. Addenda will be posted to the District’s website www.kckps.org/purchasing under “Invitation for Bids”. Interested persons or entities are encouraged to check the District’s website frequently for addenda to this solicitation. Bidders are responsible for viewing and understanding information in addenda to the same extent as this solicitation document. All addenda will be communicated to bidders by posting to the District’s website.
- 3.5 Bonding and Insurance**
- 3.5.1 The successful Contractor, prior to commencing work on this project, shall provide the copies of Certification that the Contractor is maintaining the following insurance coverages, which shall be with a financially responsible insurance company, licensed in the state of Kansas and approved by the School District.

- 3.5.2 The Contractor shall carry or require to be carried worker's compensation insurance for all of his/her employees and of the subcontractors engaged in work, in accordance with the Kansas Workmen Compensation law.
- 3.5.3 The Contractor shall carry and shall require any subcontractor to carry manufacturers and contractors public liability insurance or comprehensive general liability insurance, with limits not less than \$500,000.00 for single occurrence or accident, which shall protect the Contractor, his/her subcontractors and the School District from all claims for damages to property or injury or death to persons by reason or an accident or occurrence arising out of operation pursuant to this bid. Such insurance shall cover the use of all equipment and vehicles engaged in the project or used in hauling equipment or materials to or from the site.
- 3.5.4 The Contractor shall carry and shall require any subcontractor to carry motor vehicle liability insurance in the amount of \$100,000.00 per occurrence for personal injury and for property damage, for any and all motor vehicles utilized by the Contractor to facilitate the performance of the bid.
- 3.5.5 The insurance certificates required by the successful bidder shall provide that they cannot be canceled or modified without thirty (30) days written advance notice to the District by the insurance company. Such insurance shall be endorsed, both on the policy and on the certificate, to indicate that it shall apply to work performed pursuant to this bid and shall name the School District as an additional insured party.
- 3.6 Taxes** – Bids shall not include Federal Excise Tax, Transportation Tax, and/or State Retail or Sales Tax in its Proposal. The District is exempt and such taxes to not apply.
- 3.7 Compensation** – Bidders are cautioned that items and/or services must be furnished to the District at the price submitted. No price increase will be permitted, unless otherwise agreed to by the parties under the contract.
- 3.8 Grievances** – Any complaints or grievances arising from this solicitation shall be submitted in writing to: Kansas City Kansas Public Schools Purchasing Office, 2010 N. 59th Street, Room 370, Kansas City, Kansas 66104

SECTION 4. PROPOSALS

- 4.1 Scope** – The scope of work for this solicitation is set forth in Attachment A.

4.2 Qualifications/Certifications/Resume/Operations Plan (Part I)

The following information should be provided in Part 1 of the Proposal. The documents should be clearly marked: "Part 1 – Qualifications"

4.2.1 Bidders should provide information addressing each of the following areas:

- 4.2.1.1 Licensing and certification in the field of the requested services.
- 4.2.1.2 Any citation or discipline action taken against the respondent by a licensing board or association related to the field of the requested services is pending or has been resolved within the past twelve (12) months.
- 4.2.1.3 Information regarding law suits relevant to the requested services that are pending or have been resolved within the past twelve (12) months.

Failure to be forthright in disclosure shall be grounds for disqualification of a bidder. This section shall not be interpreted to require the disclosure of information shielded from disclosure by any state or federal statute and/or court order.

4.2.2 Bidder Identification

- 4.2.2.1 Bidder Name (Person or Entity)
- 4.2.2.2 Bidder Address
- 4.2.2.3 Name and Title of Bidder Authorized Representative
- 4.2.2.4 Bidder Telephone Number
- 4.2.2.5 Bidder Fax Number
- 4.2.2.6 Bidder Authorized Representative Email Address
- 4.2.2.7 Include the foregoing information for each person/entity that is part of the project team for this Proposal.

4.2.3 Bid Response Elements

- 4.2.3.1 Entity Qualifications
- 4.2.3.2 References (Other School Districts Where Possible)
- 4.2.3.3 Brief description of entity's experience with providing the requested services.
- 4.2.3.4 Provide a brief summary of the primary role(s) and resumes describing the background and qualifications of each project team member for this Proposal.

4.3 Cost / Pricing Proposal (Part II)

All contract costs must be as detailed specifically in the Contractor's cost proposal. No charges other than as specified in the proposal shall be allowed without the written consent of the District. The proposal costs shall include full compensation for all taxes that the selected Contractor is required to pay. Payments for services will not be made in advance of work performed.

SECTION 5. EVALUATION CRITERIA, PROCESS AND CONTRACT AWARD

5.1 Bid Opening – All Proposals received on or before the Proposal Due Date and time shall be opened publicly promptly at the time identified on the Bid Due Date on the cover sheet, subject to change by addendum, in the conference room designated by the District at 2010 N. 59th Street, Kansas City, KS 66104. Only bidder names will be announced.

5.3 Evaluation – The District specifically reserves the right to evaluate, in its absolute discretion, the total bid of the bidder and to judge the representation of the bidder so as to select the services, which meets the specifications of the District.

5.4 Award – The District reserves the right to reject any or all bids, waive irregularities or informalities in any bids or the bidding, add or delete quantities listed on the Bid Proposal Form, and to solely make its selection of items awarded based upon compliance with District specifications by the lowest responsive bidder offering a Proposal meeting District specification. Failure to comply with any of the instructions stated or to provide all required information in the bid may result in rejection of a bid as non-responsive. Award, if made by the District, will be by action of the Board or Education for the Kansas City Kansas Public Schools, Unified School District No. 500.

It is understood and agreed that the District guarantees no minimum amount of quantities to be ordered. For clarity, on days when the district is closed due to weather or a force majeure event, resulting in no services being provided, the district shall not incur any billing for the services. Unlimited orders within the term of the contract shall be allowed to the District at the prices quoted.

SECTION 6. MINORITY PARTICIPATION

6.1 The District encourages participation Minority Business Enterprises (MBE) and Woman-Owned Business Enterprises (WBE) where possible in the provision of services to the District, while concurrently maintaining the quality services provided to the District through the competitive bidding process.

6.1.1 During the performance of the contract, the Selected Bidder agrees as follows:

6.1.1.1 The Selected Bidder will not discriminate against any employees or applicants because of race, age, handicap, religion, gender, sexual orientation, national origin, or ethnicity. The Selected Bidder will ensure that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin, or ethnicity.

6.1.1.2 The Selected Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the selected bidder; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, gender, sexual orientation, national origin or ethnicity.

6.1.1.3 The Selected Bidder's non-compliance with the non-discrimination clauses of this contract, the contract may be cancelled, terminated, or suspended in whole or in part by the District, and the Selected Bidder may be declared ineligible for further District contracts or subject to such other sanctions as the District deems appropriate.

SECTION 7. RESERVATIONS / STIPULATIONS

7.1 This solicitation does not obligate the District to pay any costs incurred by any respondent in the submission of the Proposal or in making necessary studies or design for the preparation thereof, or for procuring or contracting for the services to be furnished under this solicitation prior to the issuance of a valid contract under Kansas law. Such exemption from liability applies whether such costs are incurred directly by the Bidder or indirectly through the Bidder's agent, employees, assigns or others, whether or not related to the Bidder.

7.2 Careful consideration should be given before confidential information is submitted to the District as part of a Proposal. Review should include whether it is critical for evaluating a bid, and whether general, non-confidential information, may be adequate for purposes of review. Any and all documents submitted by a Bidder may become public record if and when they are submitted to any advisory or legislative public body, or pursuant to the Kansas Open Records Act KSA 45-216(a). The Kansas Open Records Act provides for public access to information the District possesses.

7.3 Bidders acknowledge and agree, by submitting a Proposal, that:

- 7.3.1 Once a Bidder is selected for the engagement, all electronic, written, and printed materials developed by the Bidder as a result of this engagement shall become the property of the District, and the District shall be entitled to use any and all such materials in any way the District sees fit, in its sole discretion.
- 7.3.2 The qualifications of each member of the respondent team are important criteria in the selection process. The selected Bidder will not be allowed to substitute any member of the team listed in the Proposal without the advance written consent of the District. The District, in its sole discretion, reserves the right to accept or reject proposed changes to the team and/or to negotiate the composition of the team.
- 7.3.3 Adherence to the schedule for the work is of critical importance to the District, and Bidder agrees to dedicate personnel listed in the Proposal to complete the work in accordance with the schedule outlined in this solicitation.
- 7.3.4 To having read this solicitation in its entirety and agreeing to all terms and conditions set forth herein.
- 7.3.5 The District, and any consultants retained by the District, have the right to make any additional inquiry or investigation they deem appropriate to substantiate or supplement the information contained in respondent's submission, and authorizes the release to the District and/or the District's consultants of any and all information sought in the inquiry or investigation.
- 7.3.6 To the best of the Bidder's belief:
- (A) the prices in the Proposal were arrived upon independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter or agreement for the purpose of restricting competition as to any matter of agreement or price with any other Bidder;
 - (B) unless otherwise required by law, the prices in the Proposal have not been knowingly disclosed by the Bidder, and will not be knowingly disclosed by the Bidder, prior to opening by the District, directly or indirectly, to any other Bidder or competitor; and
 - (C) no attempt has been made or will be made by the Bidder to induce any other person, partnership, corporation, or entity to submit or not to submit a Proposal in response to this solicitation for the purpose of restricting competition.
- 7.3.7 The Proposal is made in good faith.
- 7.3.8 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been convicted of a felony within the last five (5) years, which felony is related in any way to providing the services and/or items

contemplated under this solicitation, or to the competency of the service provider to perform under any resulting contract.

- 7.3.9 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal are not currently under investigation by any governmental agency and have not in the past four (4) years been convicted or found liable for any action prohibited by state or federal law in any jurisdiction, including conspiracy or collusion with respect to responding to any public contract.
- 7.3.10 It, its affiliates, subsidiaries, officers, directors, employees, and all team members listed in the Proposal have not been excluded from any procurement or non-procurement programs with the government as identified by the United States General Services Administration, Office of Acquisition Policy.
- 7.4 Any misrepresentations or false statements contained in a response to this solicitation or to any request for additional information related to this solicitation, whether intentional or unintentional, shall be sufficient grounds for the District to disqualify respondents from competition for selection at any time.
- 7.5 Bidders shall ensure that no improper, unethical, or illegal relationships or conflicts of interest between the Bidder, any employee, officer, director, or principal of the Bidder or District and any other party. The District reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not intended. The District also reserves the right to decide in its sole discretion whether disqualification of the Bidder and/or cancellation of the award should result. Such disqualification or cancellation shall be without fault or liability to the District. In the event that the District disqualifies a Bidder based upon an improper communication or relationship, and that Bidder's Proposal would have otherwise been considered the lowest responsible bid complying with the terms of the bid specifications, the District reserves the right to select as the winning Proposal the next most qualified responsible bidder complying with the terms of the specifications.
- 7.6 Bidders agree that they will comply with all applicable federal, state, and local laws, regulations, ordinances, and other requirements that apply to the scope of work in this solicitation, including, but limited to, all reporting and registration requirements. Bidders further agree that this solicitation and any contract awarded pursuant to it will be governed under the laws of the State of Kansas.
- 7.7 **Award in part or in whole is contingent upon available funding.** In the event adequate funds are not appropriated and allocated by the Board of Education, the District reserves the right to cancel any solicitation.

ATTACHMENT A – SPECIFICATIONS

BID TITLE: **McKINNEY-VENTO TRANSPORTATION SERVICES**
BID NO.: **24-003**

The purpose of this Request for Proposal is to obtain sealed proposals for a Contractor to transport eligible homeless students of the Kansas City Kansas Public Schools/USD 500 from their most recently defined housing location to the designated District school, and transport students from the designated District School to their defined housing location after school.

The McKinney-Vento Homeless Assistance Act, particularly in its provisions related to education, sets forth specific requirements for the transportation of homeless students to ensure their educational stability and equal access to schooling. Following is an overview of these key requirements:

1. **Right to Transportation to School of Origin:** Under the McKinney-Vento Act, homeless children and youths have the right to receive transportation to their school of origin. The school of origin is defined as the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled.
2. **School of Origin Defined:** The school of origin includes preschools and, when a child or youth completes the final grade level served by the school of origin, the designated receiving school at the next grade level. All feeder school options must be considered.
3. **Joint Responsibility for Transportation:** If the homeless student's temporary residence and the school of origin are in different school districts, both districts are responsible for arranging and funding the student's transportation. They may agree to share the responsibility and costs or determine that one district is responsible for the full provision.
4. **Comparable Services:** Homeless students must be provided with services comparable to those offered to other students in the school they attend, including transportation services. This ensures that homelessness does not become a barrier to the educational success and stability of the child or youth.
5. **Immediate Enrollment and Access:** The Act mandates that schools immediately enroll homeless students, even if they do not have the documents usually required, such as school records, medical records, or proof of residency. Transportation must be promptly arranged to minimize disruption to the student's education.
6. **Safety and Feasibility:** Transportation arrangements must be safe and feasible. The best interest of the student should be a primary consideration, balancing the need for stability with the distance of the commute and the impact it may have on the student's education and well-being.
7. **Parental/Guardian Involvement:** Schools must inform parents or guardians of the transportation services available to them and their children and involve them in decisions regarding the best interest of their children.
8. **Resolution of Disputes:** In cases of dispute between the school and the parent/guardian regarding the best interest of the child, the child must be immediately enrolled in the school in which enrollment is sought, pending resolution of the dispute.
9. **Training and Awareness:** School personnel, particularly those who work directly with homeless families (such as enrollment staff, counselors, and transportation coordinators), must receive proper training to understand the McKinney-Vento requirements and the rights of homeless students.
10. **Flexibility:** The Act calls for flexibility in policy and practice. School districts are encouraged to consider the unique needs of each homeless student, ensuring that transportation logistics do not pose a barrier to school attendance and stability.

These requirements aim to minimize educational disruption for homeless students, provide stability, and ensure their full participation in educational activities.

I. Scope of Services

- Provide transportation for the Kansas City Kansas Public School's homeless students in grades K-12.
- Notification of new student to Contractor will be submitted electronically by web portal or mobile app, or by email or fax.
- Work with the McKinney-Vento Coordinator and school personnel to expedite and facilitate the process of providing transportation to students.
- Communicate with the school administrator regarding any student discipline issue/concerns.
- Communicate with the McKinney-Vento Coordinator any discrepancies with student information.
- Communicate with McKinney-Vento Coordinator regarding change of address. Transportation will not be provided without approval from the McKinney-Vento Coordinator.
- Contact the parent/guardian within 12 hours of receiving new student for introduction and pick-up/drop-off time.
- If given a transportation referral by 4 pm, transportation will be provided by the next school day.
- Contact parent/guardian in a timely manner if there needs to be a change in time due to the addition/subtraction of a student or route adjustment.
- Communicate with the McKinney-Vento Coordinator any permanent changes in student attendance.
- Keep accurate records of student information and services provided, including documentation of "no-shows".
- Ability to manage confidential information in a professional manner.
- Invoices for compensation will be submitted to the Budget Manager with KCKPS Student Services.
- All travel expenses shall be borne by the Contractor as well as administrative costs associated with any part of this contract.
- Contractor shall be thoroughly reliable, of good repute and capable of maintaining order on vehicles at all times for student safety.
- Contractor shall establish and maintain professional behavior and rapport with students, parents and District staff and administrators.
- All drivers must carry Contractor's identification at all times.
- Contractor's drivers must not have any major moving violations or operator's license suspensions in the past 7 years on their Driving Record.
- Contractor must possess clean, well maintained, and reliable vehicles.
- When designing a customer/parent portal as part of the McKinney-Vento transportation services for a K-12 public school district, it is crucial to ensure that the portal is user-friendly, secure, and provides all necessary information and functionality to support the parents or guardians of homeless students.

Desired Customer/Parent Portal with Mobile App Functionality

1. Comprehensive User Authentication and Security:

- Secure login with username and password for both web portal and mobile app.
- SSL encryption and adherence to data protection laws like Family Educations Rights and Privacy Act (FERPA).

2. User Interface and Accessibility:

- Intuitive, easy-to-navigate interface suitable for both web and mobile.
- Responsive design for various devices and screen sizes, adhering to Americans with Disabilities Act (ADA) standards.
- Mobile app available on both iOS and Android platforms.

3. Real-Time Transportation Information:

- Live tracking of transportation vehicles in both web and app interfaces.
- Push notifications for mobile app for transportation updates.
- Estimated pick-up and drop-off times with alerts for any changes.

4. Communication Features:

- In-app messaging system along with secure messaging on the web portal.
- Options for email, text, or in-app notifications.
- Language translation capabilities for non-English speaking users.

5. Student Information Management:

- View and update student transportation details via both web and mobile.
- Access to transportation history and option to request changes.
- Quick forms and templates in the app for easy updates.

6. Documentation and Resources:

- Accessible transportation policies, forms, and educational resources.
- Offline access to key documents in the mobile app.
- In-app guides and tutorials about McKinney-Vento rights.

7. Feedback and Support:

- In-app and web-based forms for submitting feedback.
- Contact information for direct support from the school district.
- Chatbot or virtual assistant in the app for immediate assistance.

8. Customization and Preferences:

- Customizable notification settings in both web and mobile app.
- Personalization options for the app interface.
- Ability to manage multiple children under one account.

9. Integration and Data Synchronization:

- Seamless synchronization between the mobile app and web-based portal.
- Integration with existing student information system: Infinite Campus.
- Regular updates for new features and security improvements.

10. Mobile-Specific Features:

- GPS-enabled vehicle tracking on an interactive map.
- Emergency contact features and transportation-related guidance.
- Voice-assistance for hands-free navigation in the app.

11. Multilingual Support and Accessibility:

- Multilingual interface and content for both web and mobile.
- Accessibility features compliant with ADA standards.

The customer/parent portal should be fully functional and user-friendly across both web and mobile platforms, providing a seamless and comprehensive experience for district staff, parents and guardians. It emphasizes security, accessibility, real-time information, and ease of use, catering to the diverse needs of families under the McKinney-Vento Act.

II. Required Information

The following information shall be provided in each proposal in the order listed below. Failure to respond to any request for information within this proposal may result in rejection of the Proposal at the sole discretion of the Kansas City Kansas Public Schools.

Minimum Requirements to be Evaluated:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the District. All contractors must carry the following:
 - a. Comprehensive General Liability
 - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - b. Professional Liability
 - \$1,000,000.00 per person/\$3,000,000 per occurrence.
 - c. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than:
 - \$100,000 each person and
 - \$300,000 each accident as to bodily injury and
 - \$25,000 as to property damage to others.
 - d. The Contractor shall provide a certificate of insurance as proof that the Contractor has the required insurance coverage.
 - e. Contractor must provide a list of vehicles to be used (make, model, and year) Forty-five (45) days written notice of cancellation or material change of any policies is required.
2. Contractor will be responsible to provide evidence of criminal background checks at their expense of the employees assigned to provide services to Kansas City Kansas

Public Schools. The Contractor shall provide copies of the background checks prior to bid award.

3. The contractor will be responsible for all State of Kansas and Federal Drug and Alcohol testing requirements prior to bid award. The results of the test will be given to McKinney-Vento Coordinator.
4. The contractor will be responsible for providing child protection registry checks at their expense of the employees assigned to provide services to the Kansas City Kansas Public Schools. The contractor shall provide copies of the registry checks prior to bid award.
5. Fuel surcharges will be incorporated in the initial bid. The District will not pay for any fuel surcharge during the life of the contract.
6. Contractor must have a minimum of three (3) years' experience in Fleet/Mass Transportation management.
7. Contractor must provide a minimum of three (3) business references (preferably School Districts) which should include; company name, address, email address, contact person, and phone number.
8. Contractor must be present for any parental meetings within 24 hours.
9. Contractor must be present in an emergency situation within thirty (30) minutes at a location or site upon notification from the District.
10. Contractors shall propose hourly rate or schedule of rates for the pick-up and return delivery of students to identified housing. Hourly rate must include all charges.
11. Contractors must provide vehicle roster of students transported with each invoice.
12. Contractors shall be required to submit a short methodology to Kansas City Kansas Public Schools detailing the level of care provided in the transport of the identified students. Since pre-adolescent to teenage students may be transported, the Contractor shall detail their policies and programs to safeguard the delivery of students of all ages from school to their housing locations.

III. Criteria for Evaluation

General Evaluation Criteria

Criteria	Weight
Company Qualifications and Experience: Assessment of the bidder's qualifications, certifications, and experience in providing similar services.	20 Points
Cost/Pricing Proposal: Evaluation of the overall cost-effectiveness of the bid, including the comprehensiveness and clarity of the pricing structure.	20 Points
Compliance with RFP Requirements: Degree to which the proposal meets the mandatory specifications and requirements outlined in the RFP.	15 Points
Quality of Proposed Services: Assessment of the quality, reliability, and safety measures of the proposed transportation services.	15 Points
References and Past Performance: Evaluation based on provided references and the bidder's track record with similar contracts.	10 Points
Insurance Requirements: Verification of compliance with insurance and requirements as specified in the RFP.	10 Points
In-Person Presentation: Assessment of the bidder's presentation skills, ability to communicate effectively, and the overall quality of the in-person presentation.	5 Points
Question and Answer Session: Evaluation of the bidder's responsiveness, clarity, and thoroughness during the Q&A session.	5 Points
Total	100 Points

ATTACHMENT B – PROPOSAL SUBMISSION FORM

BID TITLE: **McKINNEY-VENTO TRANSPORTATION SERVICES**
BID NO.: **RFP 24-003**

When completing this form, be sure to carefully read the RFP to understand all requirements, complete for every section with accurate information, attach any necessary documents like financial stability proofs, client references, and double-check your proposal for accuracy. Ensure submission by the stated deadline and keep a copy for your records. If you don't receive acknowledgment within a reasonable period, follow up with Wayne Correll, Director of Purchasing at wayne.correll@kckps.org. Accurate and timely submissions are crucial for consideration. Please prepare and order your proposal as follows:

Section 1: Bidder Information

- 1.1 Company Name: _____
- 1.2 Address: _____
- 1.3 Contact Person: _____
- 1.4 Phone Number: _____
- 1.5 Email Address: _____

Section 2: Insurance and Compliance

- 2.1 Comprehensive General Liability:
 - Amount per person: _____
 - Amount per occurrence: _____
- 2.2 Professional Liability:
 - Amount per person: _____
 - Amount per occurrence: _____
- 2.3 Automotive Liability Insurance:
 - Amount per person: _____
 - Amount per accident for bodily injury: _____
 - Amount for property damage: _____
- 2.4 Certificate of Insurance: Yes No

2.5 List of Vehicles to be Used (Year, Make & Model):

Year	Make	Model

Section 3: Background Checks and Regulatory Compliance

3.1 Criminal Background Checks:

- Evidence Provided: Yes No

3.2 Drug and Alcohol Testing Compliance:

- Evidence Provided: Yes No

3.3 Child Protection Registry Checks:

- Evidence Provided: Yes No

Section 4: Operational Experience and References

4.1 Years of Experience in Fleet/Mass Transportation Management: _____

4.2 Business References: School Districts Preferred (Minimum 3):

- Reference 1: _____

- Reference 2: _____

- Reference 3: _____

Section 5: Service Commitments

5.1 Availability for Parental Meetings:

- Within 24 Hours: Yes No

5.2 Emergency Response Time:

- Within 30 Minutes: Yes No

Section 6: Pricing Proposal

6.1 Hourly Rate/Schedule of Rates:

6.2 Includes All Charges: Yes No

Section 7: Service Methodology

7.1 Transportation Methodology Description:

- Detail policies and programs for the safe transport of students of all ages.

Section 8: Additional Information

8.1 Additional Comments/Information (if any):

Section 9: Acknowledgement and Signature

9.1 Acknowledgement: By signing below, I acknowledge that all information provided is accurate to the best of my knowledge and that failure to respond to any request for information within this proposal may result in rejection of the proposal.

BY:

DATE

TITLE:

FIRM:

ATTACHMENT C – NO BID RESPONSE FORM

BID TITLE: **McKINNEY-VENTO TRANSPORTATION SERVICES**
BID NO.: **24-003**

Note to Contractor:

If your company's response is a "No Bid", KCKPS is very interested in the reason for such response since KCKPS desires to ensure that the procurement process is fair, non-restrictive and attracts maximum participation from interested companies. We, therefore, appreciate your response to this non-submittal response form.

PLEASE INDICATE YOUR REASON FOR RESPONDING WITH A "NO BID"	
	UNABLE TO MEET REQUIREMENTS FOR THIS PROJECT
	UNABLE TO MEET TIME FRAME ESTABLISHED FOR START AND/OR COMPLETION OF THIS PROJECT
RECEIVED TOO LATE TO REPLY ON:	RECEIVED _____
	PLEASE REMOVE OUR COMPANY'S NAME FROM RECEIVING SIMILAR TYPE SOLICITATIONS
OTHER (PLEASE SPECIFY):	_____

SIGNED:

BY: _____	DATE _____
TITLE: _____	FIRM: _____
PHONE: _____	EMAIL: _____

ATTACHMENT D – QUALIFICATIONS AND REFERENCES

BID TITLE: **McKINNEY-VENTO TRANSPORTATION SERVICES**

BID NO.: **24-003**

1. **QUALIFICATIONS**

Indicate your company’s qualifications to provide the service/products requested. Include the following information:

- (a) Name, Address, and Telephone number of legal entity with whom the contract would be written and all trade names/assumed names used.
- (b) Organizational structure under which the Proposer’s business shall be operated (e.g. corporation, partnership, limited partnership, trust, sole proprietor, etc...).
- (c) Name and title of each of the Proposer’s principal officers (President, Vice President, Chairperson of the Board of Directors, etc...).
- (d) Federal Employer ID.
- (e) Copy of all licenses or other documentation, which authorizes your company to provide the requested services.
- (f) Other information that may be pertinent to your company’s qualifications to provide the requested services.
- (g) Date Founded
- (h) Organizational Structure
- (i) Sole Proprietorship
- (j) Partnership
- (k) Corporation

Ownership Status

- () Independent
- () Subsidiary (Name of Parent Organization: _____)

Company History

- (a) Office Locations
- (b) Personnel
- (c) Expertise

2. **References**

Provide a list of references that will include the following information:

- (a) List at least three (3) references where you are currently providing services. Include the following Information:
 - 1) Name of Reference
 - 2) Nature of Business
 - 3) Address

- 4) Telephone Number
 - 5) Contact Person
 - 6) Number of years your company has provided service
- (b) Other references or information that will provide pertinent information.

ATTACHMENT E – USD 500 STANDARD TERMS AND CONDITIONS

1. SCOPE: The following terms and conditions shall prevail unless otherwise modified by U.S.D. 500 within this bid document. U.S.D. 500 reserves the right to reject any bid which takes exception to these terms and conditions.
2. DEFINITIONS AS USED HEREIN:
 - a. The term "bid request" means a solicitation of a formal sealed bid.
 - b. The term "bid" means the price offered by the bidder.
 - c. The term "bidder" means the offeror or Contractor.
 - d. The term "U.S.D. 500" means Unified School District No. 500.
 - e. The term "Board of Education" or "BOE" means the governing body of Unified School District No.500
3. COMPLETING BID: Bids must be submitted ONLY on the form provided in this bid document. All information must be legible. Any and all corrections and /or erasures must be initialed. Each bid sheet must be signed by the authorized bidder and required information must be provided.
4. CONFIDENTIALITY OF BID INFORMATION: Each bid must be sealed and submitted in or under cover of the enclosed envelope to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate envelope marked "Literature for Bid (Number)." Do NOT indicate bid prices on literature. All bids and supporting bid documents become public information after the bid opening and are available for inspection by the general public in accordance with the Kansas Open Records Act.
5. ACCURACY OF BID: Each bid is publicly opened and is made part of the public record of U.S.D. 500. Therefore, it is necessary that any and all information presented is accurate and/or will be that by which the bidder will complete the contract. If there is a discrepancy between the unit price and extended total, the unit price will prevail.
6. SUBMISSION OF BID: Bids are to be sealed and submitted to the Purchasing Department Office, 2010 North 59th Street, Room 370, Kansas City, Kansas, 66104, prior to the date and time indicated on the cover sheet.
7. ADDENDA: All changes in connection with this bid will be issued by the Purchasing Office in the form of a written addendum. Signed acknowledgement of receipt of each addendum must be submitted with the bid.
8. LATE BIDS AND MODIFICATION OR WITHDRAWALS: Bids received after the deadline designated in this bid document shall not be considered and shall be returned unopened.
9. BIDS BINDING: All bids submitted shall be binding upon the bidder if accepted by U.S.D. 500 within sixty (60) calendar days after the bid opening.
10. EQUIVALENT BIDS: When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality, style and features. Bids on equivalent items of substantially the same quality, style and features are invited unless items are marked "No Substitute." Equivalent bids must be accompanied by descriptive literature and/ or samples may be required and shall be supplied at no charge to the school district.
11. NEW MATERIALS, SUPPLIES AND EQUIPMENT: Unless otherwise specified, all materials, supplies or equipment offered by a bidder shall be new, unused, of recent manufacture, first class in every respect, and suitable for their intended purpose. All equipment shall be assembled and fully serviced, ready for operation when delivered.
12. WARRANTY: Supplies or services furnished as a result of this bid shall be covered by the most favorable commercial warranties, expressed or implied, that the bidder and/or manufacturer gives to any customer. The rights and remedies provided herein are in addition to and do not limit any rights afforded to U.S.D. 500 by any other clause of this bid reserves the right to request from bidders a separate manufacturer certification of all statements made in the Proposal.
13. METHOD OF AWARD AND NOTIFICATION: Bids will be analyzed and the award made to the lowest and best, responsive and responsible bidder(s) whose bid conforms to the specifications and whose bid is considered to be the best value in the opinion of U.S.D. 500.
14. U.S.D. 500 reserves the right to reject any or all bids and any part of a bid: to waive informalities, technical defects, and minor irregularities in bids received: and to award the bid on an item by item basis by specified groups of items or to consider bids submitted on an "all or nothing" basis if the bid is clearly designed as such or when it is determined to be in the best interest of U.S.D. 500.
15. The signed bid shall be considered an offer on the part of the bidder: such offer shall be deemed accepted upon the issuance by U.S.D. 500 of a Purchase Order or other contractual document.
16. DELIVERY TERMS: All deliveries shall be F.O.B. Destination and all freight charges shall be included in the bid price.
17. DAMAGED AND/OR LATE SHIPMENTS: U.S.D 500 has no obligation to accept damaged shipments and reserves the right to return at the Contractor's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items. The Contractor is responsible to notify U.S.D. 500 Purchasing Office of any late or delayed shipments. U.S.D. 500 reserves the right to cancel all or any part of an order if the shipment is not made as promised.
18. CREDIT TERMS: Bidder shall indicate all discounts for full and/or prompt payment. Discounts shall be considered as a cost factor in the determination of award, except discounts offered for payment within less than ten (10) calendar days. Discounts offered shall be computed from date of receipt of correct invoice or receipt and acceptance of products, whichever is later.

19. SELLER'S INVOICE: Invoices shall be prepared and submitted in duplicate to address shown on the Purchase Order. Invoices shall contain the following information: Purchase Order number, contract number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.
20. TAX EXEMPT: U.S.D. 500 is exempt from Federal, State and local taxes by KS-FZLEKBLQ. Sites of all transactions under the order(s) that shall be derived from this bid request shall be deemed to have been accomplished within the State of Kansas.
21. SAFETY: All practices, materials, supplies and equipment shall comply with the federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
22. DISCLAIMER OR LIABILITY: U.S.D. 500 will not hold harmless or indemnify any bidder for any liability whatsoever.
23. TERMINATION RIGHTS: KCKPS shall have the right to terminate/cancel the Agreement for its convenience and without penalty upon thirty (30) days prior written notice to the Contractor.
24. HOLD HARMLESS: The Contractor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents fee and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities or every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, infringement of any patent trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

NO MUTUAL INDEMNIFICATION:

K.S.A.72-8201a: Contracts; indemnification or hold harmless provisions, void.

(a) It is the public policy of the state of Kansas that all contracts entered into by the board of education of a school district, or any officers or employees thereof acting on behalf of the board, provide that the school district and board of education shall be responsible solely for the district's or board's actions or failure to act under a contract.

(b) The board of education of a school district or any officers or employees thereof acting on behalf of the board shall not have the authority to enter into a contract under which the school district or board agrees to, or is required to, indemnify or hold harmless against damages, injury or death resulting from the actions or failure to act on the part of any party to a contract other than the board or district.

(c) The provisions of any contract entered into in violation of this section shall be contrary to the public policy of the state of Kansas and shall be void and unenforceable.

25. INSURANCE: Upon receipt of award, Contractor shall provide Certificate of Insurance as required within three (3) days after notification issued by the Purchasing Department.
 - A. The following general insurance requirements apply to any and all work under this contract by all Contractors and subcontractors of any tier.
 - (1) Any and all insurance required by this contract with each and any and all insurance required by this contract shall be maintained during the entire length of this contract, including any extensions thereto, and until all work has been completed to the satisfaction of the Kansas City Kansas Public Schools. Any and all insurance must be on an occurrence basis.
 - (2) No Contractor or subcontractor shall commence work under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.
 - (3) The Kansas City Kansas Public Schools shall be covered as an Additional Insured under any and all insurance required by this contract. Confirmation of this shall appear on all certificates of insurance and on any and all applicable policies. The title of the awarded contract shall also appear on any and all applicable policies.
 - (4) The Kansas City Kansas Public Schools shall be given no less than thirty (30) days' written notice of cancellation. The Kansas City Kansas Public Schools shall be given not less than thirty (30) days' prior written notice of material changes of any insurance required under this contract. The Kansas City Kansas Public Schools shall be given written notice of renewal of coverage not less than thirty (30) days prior to the expiration of any particular policy.
 - (5) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Kansas to conduct insurance business in the State of Kansas and that the companies affording insurance coverage are currently licensed by the State of Kansas and are currently in good standing with the Commissioner of Insurance for the State of Kansas.
 - (6) Any and all companies providing insurance required by this contract shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this contract must have a current:
 - (a) Best's Rating not less than A, and
 - (b) Best's Financial Size Category not less than Class VII

(7) In the event the Contractor neglects, refuses, or fails to provide insurance required by the contract documents, or if such insurance is canceled for any reason, Kansas City Kansas Public Schools shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or Kansas City Kansas Public Schools shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance
 The Contractor shall procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this contract.

Worker's Compensation.....	Statutory
<u>Employer's Liability</u>	
Bodily Injury by Accident.....	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

C. Comprehensive General Liability Insurance
 The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance:

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance
 The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Owned, Hired, Leased and non-owned vehicles

If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this contract.

E. Commercial Crime insurance (when applicable)
 The Contractor shall procure and maintain Commercial Crime/Fidelity insurance in an amount not less than \$1,000,000.00, including coverage for theft or loss of KCKPS property.

26. LAW GOVERNING: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

27. ANTI-DISCRIMINATION CLAUSE: No bidder on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color handicap, sex, national origin, or religious creed.

28. BID BOND/PERFORMANCE BOND (Applicable to Construction/Remodel/Repair Projects, Unless Waived by the District)

- A. Each proposal must be accompanied by a certified or cashier's check, or a bid bond in the amount of five percent (5%) of the Contractor's total bid.
- B. A Performance Bond and a Material and Labor Payment Bond in amounts equal to one hundred percent (100%) of the contract price shall be furnished by the successful bidder. Bonds shall be issued by a surety acceptable to the Board.

29. DISQUALIFICATION:

A. The Director of Purchasing may, at her/his sole discretion, disqualify a bidder for one or any combination of the following reasons:

- 1. Bidder's product does not meet the specifications or bid conditions of the solicitation;
- 2. Bidder's tendered bid is not received on the District's bid form;
- 3. Bidder's tendered bid is not signed;
- 4. Required bid bond is not furnished at time of bid opening;
- 5. Failure to comply with bid instructions, terms and conditions that are judged to be essential to the competitive process and in the best interests of the District.

B. Disqualification of bidders on future bids may be considered for any one or combination of the following reasons:

- 1. Refusal of the bidder to complete a contract or bid;
- 2. Bidder's past history of late deliveries or partial/incomplete shipments,
- 3. Bidder's products or services have proven unreliable, unworkable or have not accomplished the result requested in the District's specifications.

30. SUPPLIER DIVERSITY: The Kansas City Kansas Public Schools encourages supplier diversity and participation of MBE/WBE/DBE designated businesses. However, such participation will not result in any selection or scoring advantage in the bid evaluation process.

INCLEMENT WEATHER / EMERGENCY:

IF THERE IS A SCHOOL CLOSING THE DAY OF A SCHEDULED BID OPENING DUE TO INCLEMENT WEATHER OR AN EMERGENCY, THE BID OPENING WILL OCCUR AT 2:00 PM (CENTRAL) THE NEXT BUSINESS DAY THAT THE DISTRICT IS OPEN.